

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
AT NASHVILLE

PENNY BRYAN

Plaintiff

v.

Case No. \_\_\_\_\_

PHILADELPHIA INDEMNITY INSURANCE  
COMPANY dba GRUNDY WORLDWIDE

Defendant

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COMPLAINT

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Now come the Plaintiff, by and through Counsel, and for her cause of action herein states as follows:

**JURISDICTIONAL STATEMENTS**

1. The Plaintiffs are residents of the City of Nashville in Davidson County, Tennessee.
2. The Defendant is an insurance company with a principal place of business at One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004.
3. This Court has jurisdiction under 28 U.S.C. 1332. The amount in controversy exceeds \$75,000.00.

**FACTUAL STATEMENTS**

4. On or about May 29, 2009, the Plaintiff, Penny Bryan, entered into a contract of insurance ("the policy") with the Defendant. A copy of the declarations page of that policy is attached as exhibit one.
5. The subject matter of that insurance policy was a 1950 Pontiac Silverstreak, D50511126 ("the vehicle").
6. The parties agreed that the value of the vehicle was \$65,000.00.
7. On or about September 9, 2009, while the policy was in effect, the vehicle was stolen.

8. The Plaintiff filed a report with the Nashville Police Department regarding the theft.
9. The Plaintiff filed a claim with the Defendant regarding the loss of the vehicle.
10. Without cause or justification, the Defendant has refused to pay the Plaintiffs claim.
11. Without cause or justification, the Defendant has accused the Plaintiff of being complicit in the loss of the vehicle.

**FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

12. The allegations contained in paragraphs 1 – 10 are repeated as if fully rewritten herein.
13. The Defendant breached the contract of insurance by failing to pay the Plaintiff's claim for the loss of the vehicle.
14. As a result of the Defendant's breach of contract, the Plaintiff has been damaged in the amount of \$65,000.00.

**SECOND CAUSE OF ACTION – WRONGFUL DENIAL**

15. The allegations contained in paragraphs 1 – 10 are repeated as if fully rewritten herein.
16. The Defendant's refusal to pay this claim was made in bad faith.
17. T.C.A. 56-7-105(a) provides for an additional payment of 25% of the claim amount in the event that a claim is denied in bad faith.
18. The claim amount is \$65,000.00 and the Plaintiffs are entitled to the additional amount of \$16,250.00 as damages for the bad faith denial of their claim.
19. T.C.A. 56-7-105(b) provides that the Court may make an award of attorney's fees for the Defendant's bad faith denial of the Plaintiffs' claim.

WHEREFORE, Plaintiffs pray:

1. That this Court enter judgment against the Defendant in the amount of \$81,250.00;
2. That this Court award them their reasonable attorney's fees and costs of this litigation;
3. That this Court award them any and all other relief to which they may appear to be entitled.

Respectfully submitted,

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